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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NELSON VASQUEZ, et al.,

Plaintiffs,

vs.

CITY OF LOS ANGELES, et al.

Defendants.

Case No. 8:24-cv-02421 FLA (JDE)

*Honorable Fernando L. Aenlle-Rocha; Ctrm 6B
Magistrate John D. Early; Ctrm 6A (Santa Ana)*

**STIPULATION AND PROPOSED
PROTECTIVE ORDER**

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than pursuing this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles.

1 **2. GOOD CAUSE STATEMENT**

2 Defendant's Statement of Good Cause: Defendant contends the Force
3 Investigation Division of the Los Angeles Police Department and the Internal Affairs
4 and/or Complaint Investigators conduct internal administrative investigations of
5 categorical officer-involved uses of force and internal complaints and external citizen
6 complaints of police misconduct. In this above-captioned matter, the Force
7 Investigation Division of the Los Angeles Police Department conducted an internal
8 administrative investigation into the events of this underlying incident. FID has also
9 collected involved Officers' Body Camera Footage of what took place during the
10 underlying incident. Such information is obtained through the administrative
11 investigation of this incident and are maintained as confidential peace officer personnel
12 records and utilized for administrative issues for any involved Officers. Defendants
13 contend that a Protective Order is appropriate for the following Good Cause reasons:

14 Once completed, an FID report and/or Personnel Complaint Investigation is
15 prepared. Such reports are reviewed by appropriate command officers in the Department
16 and by the Board of Police Commissioners. This review has several purposes: (1) to
17 determine whether the involved officers violated any Department policies or procedures;
18 (2) to determine whether administrative discipline and/or retraining of the involved
19 officers is necessary; (3) to ascertain if police policies and procedures in such areas as
20 supervision, training, tactics, policies, etc.; should be modified. In sum, FID reports
21 and/or Personnel Complaint Investigations are an essential aid to providing critical self-
22 evaluation of Department officers and policies and to determine the most effective way
23 to serve the citizens of Los Angeles.

24 Accordingly, to expedite the flow of information, to facilitate the prompt resolution
25 of disputes over confidentiality of discovery materials, to adequately protect information
26 the parties are entitled to keep confidential, to ensure that the parties are permitted
27 reasonable necessary uses of such material in preparation for and in the conduct of trial,
28 to address their handling at the end of the litigation, and serve the ends of justice, a

1 protective order for such information is justified in this matter. It is the intent of the
2 parties that information will not be designated as confidential for tactical reasons and that
3 nothing be so designated without a good faith belief that it has been maintained in a
4 confidential, non-public manner, and there is good cause why it should not be part of the
5 public record of this case.

6 **3. ACKNOWLEDGMENT OF UNDER SEAL FILING PROCEDURE**

7 The parties further acknowledge, as set forth in Section 14.3, below, that this
8 Stipulated Protective Order does not entitle them to file confidential information under
9 seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and the
10 standards that will be applied when a party seeks permission from the court to file
11 material under seal. There is a strong presumption that the public has a right of access to
12 judicial proceedings and records in civil cases. In connection with non-dispositive
13 motions, good cause must be shown to support a filing under seal. See Kamakana v. City
14 and County of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006), Phillips v. Gen. Motors
15 Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002), Makar-Welbon v. Sony Electronics, Inc.,
16 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require good
17 cause showing), and a specific showing of good cause or compelling reasons with proper
18 evidentiary support and legal justification, must be made with respect to Protected
19 Material that a party seeks to file under seal. The parties' mere designation of Disclosure
20 or Discovery Material as CONFIDENTIAL does not— without the submission of
21 competent evidence by declaration, establishing that the material sought to be filed under
22 seal qualifies as confidential, privileged, or otherwise protectable—constitute good cause.

23 Further, if a party requests sealing related to a dispositive motion or trial, then
24 compelling reasons, not only good cause, for the sealing must be shown, and the relief
25 sought shall be narrowly tailored to serve the specific interest to be protected. See Pintos
26 v. Pacific Creditors Ass'n., 605 F.3d 665, 677-79 (9th Cir. 2010). For each item or type
27 of information, document, or thing sought to be filed or introduced under seal, the party
28 seeking protection must articulate compelling reasons, supported by specific facts and

1 legal justification, for the requested sealing order. Again, competent evidence supporting
2 the application to file documents under seal must be provided by declaration.

3 Any document that is not confidential, privileged, or otherwise protectable in its
4 entirety will not be filed under seal if the confidential portions can be redacted. If
5 documents can be redacted, then a redacted version for public viewing, omitting only the
6 confidential, privileged, or otherwise protectable portions of the document, shall be filed.
7 Any application that seeks to file documents under seal in their entirety should include an
8 explanation of why redaction is not feasible.

9 **4. DEFINITIONS**

10 4.1 Action: Nelson Vasquez, et al. vs City of Los Angeles, et al, Case No. 8:24-
11 cv-02421 FLA (JDE)

12 4.2 Challenging Party: a Party or Non-Party that challenges the
13 designation of information or items under this Order.

14 4.3 “CONFIDENTIAL” Information or Items: information (regardless of how it
15 is generated, stored or maintained) or tangible things that qualify for protection under
16 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
17 Statement.

18 4.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
19 support staff).

20 4.5 Designating Party: a Party or Non-Party that designates information or items
21 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

22 4.6 Disclosure or Discovery Material: all items or information, regardless of the
23 medium or manner in which it is generated, stored, or maintained (including, among
24 other things, testimony, transcripts, and tangible things), that are produced or generated in
25 disclosures or responses to discovery.

26 4.7 Expert: a person with specialized knowledge or experience in a matter
27 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
28 expert witness or as a consultant in this Action.

1 4.8 House Counsel: attorneys who are employees of a party to this Action.
2 House Counsel does not include Outside Counsel of Record or any other outside counsel.

3 4.9 Non-Party: any natural person, partnership, corporation, association or other
4 legal entity not named as a Party to this action.

5 4.10 Outside Counsel of Record: attorneys who are not employees of a party to
6 this Action but are retained to represent a party to this Action and have appeared in this
7 Action on behalf of that party or are affiliated with a law firm that has appeared on behalf
8 of that party, and includes support staff.

9 4.11 Party: any party to this Action, including all of its officers, directors,
10 employees, consultants, retained experts, and Outside Counsel of Record (and their
11 support staffs).

12 4.12 Producing Party: a Party or Non-Party that produces Disclosure or
13 Discovery Material in this Action.

14 4.13 Professional Vendors: persons or entities that provide litigation support
15 services (e.g., photocopying, videotaping, translating, preparing exhibits or
16 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
17 their employees and subcontractors.

18 4.14 Protected Material: any Disclosure or Discovery Material that is designated
19 as “CONFIDENTIAL.”

20 Documents as “CONFIDENTIAL” materials:

21 A) Force Investigation Division Documents Re: the underlying abovementioned
22 lawsuit, as follows, except for any documents contained in the FID Report which, on
23 their own, are not confidential documents, e.g. the arrest report, the 51.7 form, among
24 others:

- 25 a. Force Investigation Division Investigation Records;
26 b. Any and all documents, interviews, Officer Statements and/or writings
27 created during such Investigation, which include, but are not limited to, the
28 following:

Force Investigation Division Records

- Interviews;
- All Bodycam Footage of Involved Officers;
- Officer Statements, whether written or recorded;
- Legend w/diagram;
- Pictures - Which coincide with an Officer(s) compelled statement which were intended to reflect the Officer's stated or perception of events;
- Investigative Internal Narrative Memoranda;

This list is not exclusive, and also includes other materials later agreed-upon and/or ordered by the Court to be designated as Protected Material under this Protective Order. The inclusion of this list does not constitute an agreement by Plaintiffs that the CONFIDENTIAL designation is in fact appropriate for any of the aforementioned materials. Plaintiffs reserve all rights to challenge these and any other designations pursuant to the procedures set forth below.

It must be noted that Defendants are producing the FID Investigation materials based upon the agreement of Counsel to enter into this Stipulation for Protective Order and are relying upon the good faith negotiations that have taken place this far in this litigation.

4.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

4.16. Final Disposition: the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, re-hearings, remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

...

...

1 **5. SCOPE**

2 The protections conferred by this Stipulation and Order cover not only Protected
3 Material (as defined above), but also (1) any information copied or extracted from
4 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
5 Material; and (3) any testimony, conversations, or presentations by Parties or their
6 Counsel that might reveal Protected Material.

7 Any use of Protected Material at trial shall be governed by the orders of the trial
8 judge and other applicable authorities. This Order does not govern the use of Protected
9 Material at trial.

10 **6. DURATION**

11 Once a case proceeds to trial, information that was designated as
12 CONFIDENTIAL or maintained pursuant to this protective order used or introduced as
13 an exhibit at trial becomes public and will be presumptively available to all members of
14 the public, including the press, unless compelling reasons supported by specific factual
15 findings to proceed otherwise are made to the trial judge in advance of the trial. See
16 Kamakana, 447 F.3d at 1180-81 (distinguishing “good cause” showing for sealing
17 documents produced in discovery from “compelling reasons” standard when merits-
18 related documents are part of court record). Accordingly, the terms of this protective
19 order do not extend beyond the commencement of the trial.

20 The terms of this protective order do not extend to the presentation of evidence at
21 trial. Any protection sought for documents that are presented at trial shall be governed
22 by order of the Judge presiding over the trial. Should any Protected Material become
23 part of the public record at trial or otherwise (such as where the Court denies the request
24 to file under seal), this Protective Order shall no longer apply to the portions which
25 became part of the public record at trial with the exception that any such material must
26 still be returned in compliance with Section 15: Final Disposition.

27 Should any portion of the Protected Material remain confidential until trial,
28 during any portion of the trial of this action which could entail the discussion or

1 disclosure of Confidential Information, that Designating Party may request the
2 opportunity to show compelling reasons to the Court as to why access to the courtroom
3 should be limited to parties, their counsel and other designated representative, experts
4 or consultants who agreed to be bound by this stipulation/protective order, and court
5 personnel. See Kamakana, 447 F.3d at 1180-81 (distinguishing “good cause” showing
6 for sealing documents produced in discovery from “compelling reasons” standard when
7 merits-related documents are part of court record).

8 For all portions of the Protected Material after final disposition of the Trial, the
9 confidentiality obligations by this Order shall remain in full effect. Final disposition
10 shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action,
11 with or without prejudice; (2) In any event wherein all remaining claims in this matter
12 are remanded to State Court or severed from the Federal matter and returned to State
13 Court; and/or (3) final judgment herein after the completion and exhaustion of all
14 appeals, re-hearings, remands, trials, or reviews of this Action, including the time limits
15 for filing any motions or applications for extension of time pursuant to applicable law.

16 **7. DESIGNATING PROTECTED MATERIAL**

17 **7.1 Exercise of Restraint and Care in Designating Material for Protection.**

18 Each Party or Non-Party that designates information or items for protection under
19 this Order must take care to limit any such designation to specific material that qualifies
20 under the appropriate standards. The Designating Party must designate for protection
21 only those parts of material, documents, items or oral or written communications that
22 qualify so that other portions of the material, documents, items or communications for
23 which protection is not warranted are not swept unjustifiably within the ambit of this
24 Order.

25 Mass, indiscriminate or routinized designations are prohibited. Designations that
26 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,
27 to unnecessarily encumber the case development process or to impose unnecessary
28 expenses and burdens on other parties) may expose the Designating Party to sanctions.

1 If it comes to a Designating Party's attention that information or items that it
2 designated for protection do not qualify for protection, that Designating Party must
3 promptly notify all other Parties that it is withdrawing the inapplicable designation.

4 7.2 Manner and Timing of Designations. Except as otherwise provided in this
5 Order, or as otherwise stipulated or ordered, Disclosure of Discovery Material that
6 qualifies for protection under this Order must be clearly so designated before the material
7 is disclosed or produced.

8 Designation in conformity with this Order requires:

9 (a) for information in documentary form (e.g., paper or electronic
10 documents, but excluding transcripts of depositions or other pretrial or trial proceedings),
11 that the Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter
12 "CONFIDENTIAL legend"), to each page that contains protected material, or the file
13 naming convention if the Protected Material is an entirely electronic file. If only a portion
14 of the material on a page qualifies for protection, the Producing Party also must clearly
15 identify the protected portion(s) (e.g., by making appropriate markings in the margins).
16 The "CONFIDENTIAL legend" should not obscure the contents of the document or
17 material. (See Local Rule 11-3.1.)

18 A Party or Non-Party that makes original documents available for inspection need
19 not designate them for protection until after the inspecting Party has indicated which
20 documents it would like copied and produced. During the inspection and before the
21 designation, all of the material made available for inspection shall be deemed
22 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants
23 copied and produced, the Producing Party must determine which documents, or portions
24 thereof, qualify for protection under this Order. Then, before producing the specified
25 documents, the Producing Party must affix the "CONFIDENTIAL legend" to each page
26 that contains Protected Material. If only a portion of the material on a page qualifies for
27 protection, the Producing Party also must clearly identify the protected portion(s) (e.g.,
28 by making appropriate markings in the margins).

1 (b) for testimony given in depositions that the Designating Party identifies
2 the Disclosure or Discovery Material on the record, before the close of the deposition all
3 protected testimony.

4 (c) for information produced in some form other than documentary and for
5 any other tangible items, that the Producing Party affix in a prominent place on the
6 exterior of the container or containers in which the information is stored the legend
7 “CONFIDENTIAL.” If only a portion or portions of the information warrants protection,
8 the Producing Party, to the extent practicable, shall identify the protected portion(s).

9 7.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
10 to designate qualified information or items does not, standing alone, waive the
11 Designating Party’s right to secure protection under this Order for such material. Upon
12 timely correction of a designation, the Receiving Party must make reasonable efforts to
13 assure that the material is treated in accordance with the provisions of this Order.

14 **8. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

15 8.1. Timing of Challenges. Any Party or Non-Party may challenge a designation
16 of confidentiality at any time that is consistent with the Court’s Scheduling Order.

17 8.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
18 process under Local Rule 37-1 et seq.

19 8.3 Joint Stipulation. Any challenge submitted to the Court shall be via a joint
20 stipulation pursuant to Local Rule 37-2.

21 8.4 The burden of persuasion in any such challenge proceeding shall be on the
22 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to
23 harass or impose unnecessary expenses and burdens on other parties) may expose the
24 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn
25 the confidentiality designation, all parties shall continue to afford the material in question
26 the level of protection to which it is entitled under the Producing Party’s designation until
27 the Court rules on the challenge.

28 . . .

1 **9. ACCESS TO AND USE OF PROTECTED MATERIAL**

2 9.1 Basic Principles. A Receiving Party may use Protected Material that is
3 disclosed or produced by another Party or by a Non-Party in connection with this Action
4 only for prosecuting, defending or attempting to settle this Action. Such Protected
5 Material may be disclosed only to the categories of persons and under the conditions
6 described in this Order. When the Action has been terminated, a Receiving Party must
7 comply with the provisions of section 15 below (FINAL DISPOSITION).

8 Protected Material must be stored and maintained by a Receiving Party at a
9 location and in a secure manner that ensures that access is limited to the persons
10 authorized under this Order.

11 9.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
12 otherwise ordered by the court or permitted in writing by the Designating Party, a
13 Receiving Party may disclose any information or item designated
14 “CONFIDENTIAL” only to:

15 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
16 as employees of said Outside Counsel of Record to whom it is reasonably necessary to
17 disclose the information for this Action;

18 (b) the officers, directors, and employees (including House Counsel) of the
19 Receiving Party to whom disclosure is reasonably necessary for this Action;

20 (c) Experts (as defined in this Order) of the Receiving Party to whom
21 disclosure is reasonably necessary for this Action and who have signed the
22 “Acknowledgment and Agreement to Be Bound” (Exhibit A).

23 (d) the court and its personnel;

24 (e) court reporters and their staff;

25 (f) professional jury or trial consultants, mock jurors, and Professional
26 Vendors to whom disclosure is reasonably necessary for this Action and who have signed
27 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

28 . . .

1 (g) the author or recipient of a document containing the information or a
2 custodian or other person who otherwise possessed or knew the information;

3 (h) during their depositions, witnesses, and attorneys for witnesses, in the
4 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
5 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not
6 be permitted to keep any confidential information unless they sign the “Acknowledgment
7 and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating
8 Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to
9 depositions that reveal Protected Material may be separately bound by the court reporter
10 and may not be disclosed to anyone except as permitted under this Stipulated Protective
11 Order; and

12 (i) any mediators or settlement officers and their supporting personnel,
13 mutually agreed upon by any of the parties engaged in settlement discussions.

14 **10. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**
15 **OTHER LITIGATION**

16 If a Party is served with a subpoena or a court order issued in other litigation that
17 compels disclosure of any information or items designated in this Action as
18 “CONFIDENTIAL,” that Party must:

19 (a) promptly notify in writing the Designating Party. Such notification shall
20 include a copy of the subpoena or court order;

21 (b) promptly notify in writing the party who caused the subpoena or order to
22 issue in the other litigation that some or all of the material covered by the subpoena or
23 order is subject to this Protective Order. Such notification shall include a copy of this
24 Stipulated Protective Order; and

25 (c) cooperate with respect to all reasonable procedures sought to be pursued
26 by the Designating Party whose Protected Material may be affected. If the Designating
27 Party timely seeks a protective order, the Party served with the subpoena or court order
28 shall not produce any information designated in this action as “CONFIDENTIAL” before

1 a determination by the court from which the subpoena or order issued, unless the Party
2 has obtained the Designating Party's permission. The Designating Party shall bear the
3 burden and expense of seeking protection in that court of its confidential material and
4 nothing in these provisions should be construed as authorizing or encouraging a
5 Receiving Party in this Action to disobey a lawful directive from another court.

6 **11. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
7 **PRODUCED IN THIS LITIGATION**

8 (a) The terms of this Order are applicable to information produced by a Non-Party
9 in this Action and designated as "CONFIDENTIAL." Such information produced by
10 Non-Parties in connection with this litigation is protected by the remedies and relief
11 provided by this Order. Nothing in these provisions should be construed as prohibiting a
12 Non-Party from seeking additional protections.

13 (b) In the event that a Party is required, by a valid discovery request, to
14 produce a Non-Party's confidential information in its possession, and the Party is subject
15 to an agreement with the Non-Party not to produce the Non-Party's confidential
16 information, then the Party shall:

17 (1) promptly notify in writing the Requesting Party and the Non-Party that
18 some or all of the information requested is subject to a confidentiality agreement with a
19 Non-Party;

20 (2) promptly provide the Non-Party with a copy of the Stipulated Protective
21 Order in this Action, the relevant discovery request(s), and a reasonably specific
22 description of the information requested; and

23 (3) make the information requested available for inspection by the Non-
24 Party, if requested.

25 (c) If the Non-Party fails to seek a protective order from this court within 14
26 days of receiving the notice and accompanying information, the Receiving Party may
27 produce the Non-Party's confidential information responsive to the discovery request. If
28 the Non-Party timely seeks a protective order, the Receiving Party shall not produce any

1 information in its possession or control that is subject to the confidentiality agreement
2 with the Non-Party before a determination by the court. Absent a court order to the
3 contrary, the Non-Party shall bear the burden and expense of seeking protection in this
4 court of its Protected Material.

5 **12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

6 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
7 Protected Material to any person or in any circumstance not authorized under this
8 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
9 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
10 all unauthorized copies of the Protected Material, (c) inform the person or persons to
11 whom unauthorized disclosures were made of all the terms of this Order, and (d) request
12 such person or persons to execute the “Acknowledgment an Agreement to Be Bound”
13 attached hereto as Exhibit A.

14 **13. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
15 **PROTECTED MATERIAL**

16 When a Producing Party gives notice to Receiving Parties that certain inadvertently
17 produced material is subject to a claim of privilege or other protection, the obligations of
18 the Receiving Parties are those set forth in Federal Rule of Civil\ Procedure 26(b)(5)(B).
19 This provision is not intended to modify whatever procedure may be established in an e-
20 discovery order that provides for production without prior privilege review. Pursuant to
21 Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the
22 effect of disclosure of a communication or information covered by the attorney-client
23 privilege or work product protection, the parties may incorporate their agreement in the
24 stipulated protective order submitted to the court.

25 **14. MISCELLANEOUS**

26 14.1 Right to Further Relief. Nothing in this Order abridges the right of any
27 person to seek its modification by the Court in the future.

28 . . .

1 14.2 Right to Assert Other Objections. By stipulating to the entry of this
2 Protective Order, no Party waives any right it otherwise would have to object to
3 disclosing or producing any information or item on any ground not addressed in this
4 Stipulated Protective Order. Similarly, no Party waives any right to object on any ground
5 to use in evidence of any of the material covered by this Protective Order.

6 14.3 Filing Protected Material. A Party that seeks to file under seal any
7 Protected Material must comply with Local Civil Rule 79-5. Protected Material may only
8 be filed under seal pursuant to a court order authorizing the sealing of the specific
9 Protected Material. If a Party's request to file Protected Material under seal
10 is denied by the court, then the Receiving Party may file the information in the public
11 record unless otherwise instructed by the court.

12 **15. FINAL DISPOSITION**

13 After the final disposition of this Action, as defined in paragraph 6, within 60 days
14 of a written request by the Designating Party, each Receiving Party must return all
15 Protected Material to the Producing Party or destroy such material. As used in this
16 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
17 summaries, and any other format reproducing or capturing any of the Protected Material.
18 Whether the Protected Material is returned or destroyed, the Receiving Party must submit
19 a written certification to the Producing Party (and, if not the same person or entity, to the
20 Designating Party) by the 60-day deadline that (1) identifies (by category, where
21 appropriate) all the Protected Material that was returned or destroyed and (2) affirms that
22 the Receiving Party has not retained any copies, abstracts, compilations, summaries or
23 any other format reproducing or capturing any of the Protected Material. Notwithstanding
24 this provision, Counsel are entitled to retain an archival copy of all pleadings, motion
25 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
26 deposition and trial exhibits, expert reports, attorney work product, and consultant and
27 expert work product, even if such materials contain Protected Material. Any such archival
28 . . .

copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 6 (DURATION).

16. VIOLATION

Any violation of this Order may be punished by appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: May 27, 2025

LAW OFFICES OF DALE K. GALIPO

By: /s/ Benjamin S. Levine

Dale K. Galipo

Benjamin S. Levine

Attorneys for Plaintiffs

DATED: May 27, 2025

HYDEE FELDSTEIN SOTO, City Attorney

DENISE C. MILLS, Chief Deputy City Attorney

KATHLEEN KENEALY, Chief Assistant City Attorney

CORY M. BRENT, Senior Assistant City Attorney

By: /s/ Christian R. Bojorquez

CHRISTIAN R. BOJORQUEZ, Deputy City Attorney

Attorneys for Defendant CITY OF LOS ANGELES

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: _____

JOHN D. EARLY

United States Magistrate Judge

EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ **[print or type full name]**, of
_____ **[print or type full address]**, declare under penalty of perjury that
I have read in its entirety and understand the Stipulated Protective Order that was issued
by the United States District Court for the Central District of California on **[date]** in
the case of _____ **[insert formal name of the case and the number and
initials assigned to it by the court]**. I agree to comply with and to be bound by all the
terms of this Stipulated Protective Order and I understand and acknowledge that failure
to so comply could expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any information or item that is
subject to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for
the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ **[print or
type full name]** of _____ **[print or type full address and telephone number]** as
my California agent for service of process in connection with this action or any
proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City & State where sworn and signed: _____

Printed name: _____

Signature: _____